

华泰财险附加社交运作诈骗条款（CB版）

本保险合同双方当事人同意在本保险合同中加入本附加条款，并就下列事项达成一致：

1. 标题为“承保协议”项下增加以下部分：

社交运作诈骗承保范围：**K.** 本公司应赔付**主要机构**由**社交运作诈骗**而直接致使**被保险人**转移、支付或者交付**现金或有价证券**造成的损失，且该行为是由声称为由被保险人授权命令其他**雇员**转让**现金或有价证券的供应商、客户或雇员的个人**做出的。

2. 除外责任 A. 适用于所有承保协议的除外责任, (xiii) **授权代表** 完全删除并由以下条款取代：

授权代表 (xiii) 因被保险人的授权代表单独行事或与他人共谋的偷盗、欺诈、不诚实、伪造、计算机欺诈、资金转帐欺诈、伪造货币欺诈、信用卡欺诈、社交运作诈骗、或任何犯罪行为（不含抢劫或保险箱窃盗）导致的灭失或毁损；但本除外事项不适用于承保协议 1.A 或 1.I 项承保范围内因员工与授权代表共谋的偷盗、欺诈或不诚实导致的损失。

3. 除外责任 A. 适用于所有承保协议的除外责任, (vii) **交易或采购** 完全删除。

4. 除外责任 D. 适用于承保协议 1.B, 1.C, 1.E 或 1.F 项的除外责任完全删除并由以下条款取代：

绑架 承保协议 1.B、1.C、1.E 或 1.F 项以及社交运作诈骗条款不承保由于绑架、勒索、或以威胁伤害他人身体或破坏财产为名要求支付款项（不同于抢劫）而遭受的损失或毁损。

5. 标题为“除外责任”项下增加以下部分：

G. 适用于承保协议 1.K 项的除外责任

承保协议 1.K 项不包括下列原因导致的损失：

- (i) 因员工的偷盗、伪造、计算机欺诈、资金转帐欺诈、伪造货币欺诈、信用卡欺诈导致的损失或毁损。
- (ii) 任何现金或有价证券在邮寄或由任何承运人保管的情况下造成的损失或毁坏，包括但不限于任何武装保安车辆公司；
- (iii) 任何对于有价证券或任何公司、合伙、不动产或类似工具的所有权的投资而导致的损失，不论这种投资是否真实；
- (iv) 任何产品或服务的缺陷、故障，不足或不合法而造成的损失；
- (v) 任何一方关于任何合同未能全部履行或未能履行其中一部分而造成的损失；
- (vi) 任何贷款、信贷或类似承诺的延期支付造成的损失；
- (vii) 任何赌博、博彩游戏、彩票或类似活动造成的损失；
- (viii) 任何财产损失或毁损；
- (ix) 任何一方使用或接受任何信用卡、借记卡或类似工具而造成的损失，无论是否为真实。

6. 标题为“定义”项下增加以下部分：

社交运作诈骗是指通过对员工所依赖的重要事实的虚假陈述而故意误导员工并使其认为这是真实的。

供应商是指通过合法的既有安排或书面协议向被保险人提供货物或服务的任何公司或自然人。但是，供应商不包括任何金融机构、资产经理、经纪人、武装保安车辆公司或任何类似实体。

本附加条款中任何标题及名称仅为方便起见，并不构成保险条款和条件的一部分。

本保险合同的其他条款保持不变。

ENDORSEMENT:

Principal Organisation:	«Insured»
Policy Number:	«Policy_Number»
Effective date of this Endorsement:	«Effective»
Policy Type:	«Policy_Type»

SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT

It is agreed that this Coverage Section is amended by:

1. Adding the following to the section headed Insuring Clauses:

Social Engineering Fraud Coverage	K.	The Company shall pay the Principal Organisation for loss resulting from an Insured having transferred, paid or delivered any Money or Securities as the direct result of Social Engineering Fraud committed by a person purporting to be a Vendor, Client , or an Employee who was authorised by the Insured to instruct other Employees to transfer Money or Securities .
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2. Adding the following to the item of the Schedule headed Limit of Liability:

Insuring Clauses	Limit of Liability
K. Social Engineering Fraud Coverage:	Each Loss and Each Policy Period : <u>Field1</u>

3. Exclusion A. *Exclusion Applicable to All Insuring Clauses*, (xii) **Authorised Representative** is deleted in its entirety and replaced with the following:

Authorised Representative	(xiii)	loss or damage due to Theft , fraud, dishonesty, Forgery , Computer Fraud , Fund Transfer Fraud , Counterfeit Currency Fraud , Credit Card Fraud , Social Engineering Fraud or any criminal act (other than Robbery or Safe Burglary) committed by any authorised representative of an Insured , whether acting alone or in collusion with
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others, provided that this exclusion does not apply to loss otherwise covered under Insuring Clause 1.A or 1.I resulting from **Theft**, fraud or dishonesty committed by an **Employee** acting in collusion with such authorised representative.

4. Exclusion A. *Exclusion Applicable to All Insuring Clauses, (vii) **Exchange or Purchase*** is deleted in its entirety.
5. Exclusion D. *Exclusion Applicable to Insuring Clause 1.B, 1.C, 1.E or 1.F* is deleted and replaced with the following:

Kidnap No coverage will be available under Insuring Clause 1.B, 1.C, 1.E or 1.F or Social Engineering Fraud Coverage Insuring Clause for loss or damage as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;

6. Adding the following to the section headed Exclusions:

G. Exclusions Applicable to Insuring Clauses 1.K.

Coverage under Insuring Clause 1.K. of this Coverage Section does not apply to:

- (i) loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud, Counterfeit Currency Fraud** or **Credit Card** Fraud;
 - (ii) loss of or damage to **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armoured motor vehicle company;
 - (iii) loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - (iv) loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - (v) loss due to the failure of any party to perform in whole or in part under any contract;
 - (vi) loss due to the extension of any loan, credit or similar promise to pay;
 - (vii) loss due to any gambling, game of chance, lottery or similar game;
 - (viii) loss of or damage to any **Property**;
 - (ix) loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine.
7. Adding the following to the section headed Definitions:

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine.

Vendor means any entity or natural person that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions remain unchanged.

SIGNED for and on behalf of the Insurer

Authorised Representative

«Issue»

Date